

## Conditions of Sale

- A. (1) GST: Goods and Services Tax: not included in list pricing, shown as a separate item on invoice.  
(2) PST: Provincial Sales Tax (where applicable)
- B. TERMS: All charged invoices must be paid by the 15<sup>th</sup> of the month following.
- C. ORDERING: Completing and fulfilling orders by METAL EXPERTS<sup>®</sup> is contingent upon the availability of materials.

### Customer Purchase Orders:

Faxed or Emailed customer purchase orders are required to help in confirming the exact items and quantities required. An order confirmation will be issued and should be reviewed by the customer. Any discrepancies should be reported immediately to be corrected prior to production.

- D. PRICING: Prices are subject to change without notice. (Orders will be invoiced at and are subject to payment at quoted prices and exact quantities shipped.) Errors will be re-billed at the correct published price and quantity shipped. Quotations are valid for a period of 30 days after the date printed on the quote unless noted otherwise. Prices, however, are subject to change without further notice after the expiry date on the seller's quote. Existing orders at time of any increase are protected. The seller reserves the right not to accept an order. All prices are F.O.B. manufacturer's plant unless otherwise negotiated and indicated in a written agreement.
- E. FREIGHT/DEFECT CLAIMS: The Buyer will inspect the goods immediately upon arrival and make note of any deviation in product and quantity from the accepted order or any damage with the carrier. Claims for shortages or damages must be filed within 48 hours of delivery date. Any claims filed after 48 hours may be disallowed. Since METAL EXPERTS<sup>®</sup> packages its product as described under "Packaging & Delivery" any claims for water marking, staining and "white rusting" of material will not be honoured. Any liability shall be limited to replacement or repair of such defect and shall not in any case exceed the invoice value of the material.
- F. RETURN of GOODS: Only stocked items (i.e. screws, hardware, closures and tools) may be returned if they are deemed in re-saleable condition. A re-stocking charge of twenty-five percent (25%) maybe applicable and is at the discretion of METAL EXPERTS<sup>®</sup> on all returned merchandise. Prior to material being returned a written RGA (Return of Goods Authorization) must be obtained from METAL EXPERTS<sup>®</sup> and submitted within 30 days of the invoice date. **There is no return on any special order material.**

## Conditions of Sale continued

- G. SHIPMENT and DELIVERY DATE: Any shipment or delivery date specified in this Agreement is an estimate only. No warranty of a shipment or delivery date is made herein unless in writing and specifically agreed to by the Seller. In no event shall the Seller be liable for damages or expenses resulting from any such delay in shipment or delivery of goods.
- H. TITLE: The risk in goods supplied by METAL EXPERTS<sup>®</sup> to the purchaser shall pass when goods are delivered to the purchaser. The title and ownership of goods herein shall remain with the Seller until final payment has been made in full. If payment is made by certified cheque or money order/bank draft, title and ownership shall not pass until such cheque, money order/bank draft has been accepted and the Seller has been fully paid in legal tender.
- I. POLICY: METAL EXPERTS<sup>®</sup> assumes no responsibility for materials after they are delivered to the customer. METAL EXPERTS<sup>®</sup> is not responsible for goods that are unprotected and stored incorrectly by the customer that result in damage or white rust to the panel.
- J. OPENING AN ACCOUNT: METAL EXPERTS<sup>®</sup> is pleased to offer charge accounts to customers that qualify (OAC). Customers must fully complete a METAL EXPERTS<sup>®</sup> credit application and allow approximately 5 business days for a credit decision. No order will be released on credit without an approved application. METAL EXPERTS<sup>®</sup> reserves the right to suspend credit, reduce credit limit amount or require cash payment at any time.
- K. FREIGHT: All prices are F.O.B. METAL EXPERTS<sup>®</sup> plant unless otherwise negotiated and indicated in a written agreement.
- L. CONTRACT: The quotation together with these Conditions of Sale shall form the terms of the "Contract".
- M. FORCE MAJEURE: Neither seller or buyer shall be responsible to the other for any delay or default in performing its obligations hereunder if caused by fire, strike, riot, act of war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of its plant, inability to obtain sufficient raw materials or product, or the sickness, death, significant injury, disease of a person integral to the performance of this agreement. In the event of a Force Majeure, either the buyer or seller shall have the rights to cancel this agreement.